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ASSIGNMENT OF LEASE AND AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Assignment of Lease and Agreement dated as of April 1, 1985 (the "Assignment") by and between Steiner Financial Corporation (the "Assignor"), and Liberty Life Insurance Company (the "Assignee").

WHEREAS, in order to provide security for the obligations of the Assignor under the Participation Agreement dated as of April 1, 1985 (the "Agreement") among the Assignor, Missouri-Kansas-Texas Railroad Company (the "Lessee") and the Assignee, and the Security Agreement dated as of April 1, 1985 between the Assignee and the Assignor (the "Security Agreement"), and under the Promissory Notes issued pursuant to the Agreement and as an inducement to the Assignee to enter into, and advance funds and otherwise perform pursuant to, the Agreement, the Assignor has agreed to assign to the Assignee for security purposes certain of its rights in, to and under the Lease of Railroad Equipment, dated as of March 1, 1985, between the Assignor, as lessor, and the Lessee as lessee (the "Lease").

NOW THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Except as provided in Section 1.5 of the Security Agreement, with respect to the Excepted Rights in Collateral more particularly described therein, the Assignor hereby assigns, transfers and sets over unto the Assignee, as collateral security for the payment and performance of the Assignor's obligations under the Agreement and the Promissory Notes issued pursuant thereto, all of the Assignor's right, title and interest as lessor under the Lease, along with all rights, powers, privileges and other benefits of the lessor under the Lease.

2. The Assignee agrees to accept any payments made by the Lessee pursuant to the Lease. To the extent received, the Assignee will apply such payments under the Lease, or cause the same to be applied, as provided by the Agreement and the Security Agreement.

3. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Assignee to, or transfer or pass, or in any way affect or modify, any liability of the Assignor under the Lease, it being understood and agreed that notwithstanding this Assignment, all obligations of the Assignor to the Lessee shall be and remain

enforceable by the Lessee, its successors and assigns, against, and only against, the Assignor or persons other than the Assignee.

4. Upon the full discharge and satisfaction of all of the Assignor's obligations under the Agreement to the Assignee and under the Security Agreement and under the Promissory Notes issued to the Assignee pursuant to the Agreement, this Assignment and all rights, powers, privileges and other benefits herein assigned and granted to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in, to and under the Lease shall revert to and vest in the Assignor.

5. All of the rights of the Assignee under this Assignment are expressly subject and subordinate to the rights of the Lessee under the Lease. Neither the Assignor nor any assignee or transferee of the Assignor shall have or acquire the right to terminate or impair the Lessee's possession or use of the Items of Equipment as defined in the Agreement, unless an Event of Default under the Lease shall have occurred and be continuing.

6. This Assignment shall be construed under and governed by the laws of the State of New York, without regard to principles of conflict of laws. The terms defined in the Agreement, in the Security Agreement and in the Lease shall, for the purpose of this Assignment, have the meanings herein as so defined therein.

7. The Lessee, by its execution of this Assignment in the space provided below, agrees to make all payments of rental under the Lease and Casualty Value (as defined in the Lease) to the Assignee in accordance with the provisions of the certificate attached as Exhibit C to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed  
this Assignment as of the date first above written.

STEINER FINANCIAL CORPORATION

(SEAL)

By

Name and Title:

*Paul C Kepler*  
PRESIDENT

Attest:

Name and Title:

*Shirley K Grear*  
Asst Secretary

LIBERTY LIFE INSURANCE  
COMPANY

(SEAL)

By

Name and Title:

Attest:

Name and Title:

ACKNOWLEDGED AND AGREED TO:

MISSOURI-KANSAS-TEXAS RAILROAD  
COMPANY

By

Name and Title:

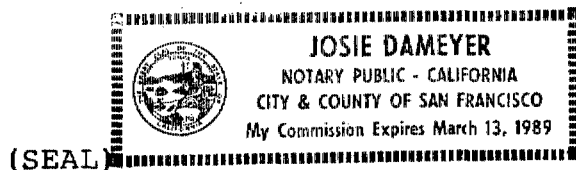
(SEAL)

Attest:

Name and Title:

STATE OF CALIFORNIA           )  
  : ss.  
COUNTY OF SAN FRANCISCO    )

On this 19<sup>th</sup> day of April, 1985, before me personally appeared Paul C. Kepley, to me personally known, who being by me duly sworn, says that he is the PRESIDENT of STEINER FINANCIAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Josie Dameyer  
Notary Public

My commission expires: 3-13-89

IN WITNESS WHEREOF, the parties hereto have executed  
this Assignment as of the date first above written.

STEINER FINANCIAL CORPORATION

(SEAL)

By \_\_\_\_\_  
Name and Title:

Attest: \_\_\_\_\_  
Name and Title:

LIBERTY LIFE INSURANCE  
COMPANY

(SEAL)

By Douglas W. Kroske  
Name and Title:

Attest: Evelyn M. Angeletti  
Name and Title:  
Evelyn M. Angeletti  
Associate Counsel & Assistant Secretary  
ACKNOWLEDGED AND AGREED TO:

Douglas W. Kroske  
Assistant Vice President

MISSOURI-KANSAS-TEXAS RAILROAD  
COMPANY

By \_\_\_\_\_  
Name and Title:

(SEAL)

Attest: \_\_\_\_\_  
Name and Title:

STATE OF SOUTH CAROLINA )  
 : ss.  
COUNTY OF GREENVILLE )

On this 19th day of April, 1985, before me personally appeared Douglas W. Kroske, to me personally known, who being by me duly sworn, says that he is the Assistant Vice President of LIBERTY LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Sophia G. Vargas*  
Notary Public

(SEAL)

My commission expires: 11-18-92

IN WITNESS WHEREOF, the parties hereto have executed  
this Assignment as of the date first above written.

STEINER FINANCIAL CORPORATION

(SEAL)

By \_\_\_\_\_  
Name and Title:

Attest: \_\_\_\_\_  
Name and Title:

LIBERTY LIFE INSURANCE  
COMPANY

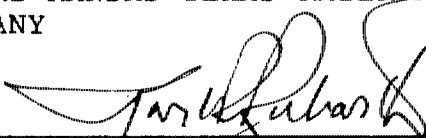
(SEAL)

By \_\_\_\_\_  
Name and Title:

Attest: \_\_\_\_\_  
Name and Title:

ACKNOWLEDGED AND AGREED TO:

MISSOURI-KANSAS-TEXAS RAILROAD  
COMPANY

By  \_\_\_\_\_  
Name and Title:  
Karl R. Ziebarth Vice President

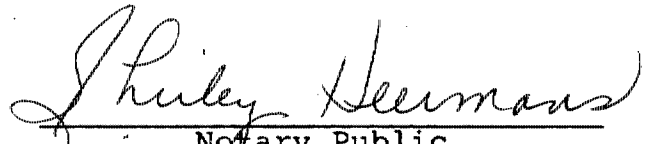
(SEAL)

Attest:  \_\_\_\_\_  
Name and Title:

ARTHUR M. ALBIN ASSISTANT SECRETARY

STATE OF TEXAS           )  
                              : ss.  
COUNTY OF                )

On this 19th day of April, 1985, before me personally appeared Karl R. Ziebarth, to me personally known, who being by me duly sworn, says that he is the Vice President of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
Notary Public

(SEAL)

My commission expires:

4/29/86